

**ADDITIONAL MATERIAL**  
**REGULAR MEETING**

**NOVEMBER 13, 2025**

**SUBMITTED AT THE REQUEST OF**

**PUBLIC WORKS AND**  
**ENVIRONMENTAL SERVICES**  
**DEPARTMENT**



**PUBLIC WORKS AND ENVIRONMENTAL SERVICES DEPARTMENT**

115 S. Andrews Avenue, Room 329A • Fort Lauderdale, Florida 33301 • 954-519-6613 • FAX 954-357-8655

TO: Mayor and Board of County Commissioners

THRU: Monica Cepero, County Administrator

FROM: Ariadna Musarra, AIA, LEED AP, Director of Construction Management Division

Leonard Vialpando, P.E., Director of Public Works and Environmental Services Department

DATE: November 7, 2025

RE: Commission Meeting 11/13/2025 – Agenda Item 54

---

Item 54 - The Board's consideration is based upon the item as amended by Additional Material #54-A submitted by the Public Works and Environmental Services Department.



Public Works and Environmental Services Department  
**CONSTRUCTION MANAGEMENT DIVISION**  
115 S. Andrews Avenue A550 • Fort Lauderdale, Florida 33301 • 954-357-6419

October 24, 2025

[Sent via email]

Mr. Adrian Barrios  
DPR Construction, a General Partnership  
1301 E. Broward Blvd., Suite 300  
Fort Lauderdale, FL 33301  
Email: [adrianb@dpr.com](mailto:adrianb@dpr.com)

**RE: Mutual Termination of Construction Agreement Between Managing General Contractor and Broward County, Florida, with DPR Construction, a General Partnership, No. PNC2119546P1 (“Agreement”), dated April 8, 2021.**

Dear Mr. Barrios:

As you are aware, Broward County (the “County”) and DPR Construction, A General Partnership (“DPR”) (collectively, the “Parties”), entered into the above referenced Agreement. On September 29, 2025, DPR and the County reached an impasse and discontinued negotiations to attempt to reach an agreement for the project. As discussed, this letter sets forth the following proposal (“Offer Terms”) to mutually terminate the Agreement, and is expressly subject to approval by the Board of County Commissioners (“Board”):

1. Effective as of the Effective Date (as defined below), the Agreement is mutually terminated by the Parties for convenience. The County and DPR acknowledge and agree that as of such date, neither Party shall have any further rights, obligations, or liabilities under the Agreement, except as expressly set forth in this letter.
2. The Agreement shall be effectively terminated as of the first day on which this letter is fully countersigned where indicated below by the Director of the Construction Management Division (the “Director”) and by DPR (“Effective Date”). These Offer Terms shall survive the termination of the Agreement.
3. On or before thirty (30) calendar days after the Effective Date, County will issue a final payment to DPR in the amount of \$57,928.56 (“Final Payment”). If County elects to make the Final Payment to DPR before Board approval of these Offer Terms, County will have no further financial obligation to DPR.

DPR Construction – Letter of Termination

11/06/2025

Page 2 of 3

4. DPR agrees and stipulates:
  - a. Upon payment of the Final Payment, DPR has been paid in full and the Final Payment amount is final payment for all extra work and material and all incidentals;
  - b. DPR indemnifies and releases County from all liens and claims whatsoever arising out of the Agreement and the project. DPR will provide unconditional final lien waivers and releases from all subcontractors and any lower tiers within 30 days after final payment from County and certifies to County that all persons doing work upon or furnishing materials or supplies for the project will be paid in full by DPR within 30 days after the Final Payment.
  - c. DPR shall be responsible for all applicable sales, consumer, use and other taxes required by law relating to or arising from the project or Agreement and certifies to County that DPR has paid and discharged all such taxes.
  - d. DPR's obligation to indemnify and hold harmless County set forth in Article 15 of the Agreement shall survive this termination of the Agreement to the extent such claims or damages are brought by third parties, arose during the term of the Agreement and prior to the Effective Date, and are caused by negligence, recklessness, or intentional misconduct of DPR or persons employed or utilized by DPR in the performance of the Agreement ("Indemnification Obligation"). Any release by County of DPR contained in this letter expressly excludes this Indemnification Obligation. County is aware of no pending claims as of the Effective Date.
  
5. The Parties release, waive, and discharge each other from any and all claims, demands, damages, causes of action, actions, subrogation claims, litigation costs including but not limited to attorney's fees, and losses of every kind and nature, whether known or unknown, asserted or unasserted, patent or latent, arising from or relating to the Agreement or the project. The Parties shall be forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, subrogation rights, or damages arising from or relating to the Agreement or the project. County expressly reserves its right to the Indemnification Obligation and such Indemnification Obligation is not covered by the release and prohibitions contained in this paragraph. The Parties may each enforce the requirement that the other party comply with the terms and conditions set forth in this letter notwithstanding the release contained in this paragraph.

DPR Construction – Letter of Termination

11/06/2025

Page 3 of 3

6. This letter constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and controls over the Agreement and any prior or contemporaneous oral or written agreements, representations, or understandings.

If DPR agrees to these Offer Terms, please countersign where indicated below and return an original to me. Following approval by the Board of these Offer Terms, I will countersign where indicated below and these Offer Terms shall be fully effective.

Sincerely,

**ARIADNA**  
**MUSARRA**

Digitally signed by  
ARIADNA MUSARRA  
Date: 2025.11.06  
11:04:27 -05'00'

Ariadna Musarra, AIA, LEED AP  
Director, Construction Management Division

C: Diane Rupprecht, DPR Construction  
Benjamin Crego, Senior Assistant County Attorney, Office of the County Attorney

DPR agrees to the Offer Terms and that such Offer Terms are binding and enforceable against and by the Parties when countersigned below by the County's Director.

Authorized Signer:  Date: 11/06/25

Print Name: ADRIAN BARRIOS Title: BUSINESS UNIT LEADER

These Offer Terms are binding and enforceable when countersigned below by the County's Director.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ariadna Musarra  
Director, Construction Management Division